

AGREEMENT FOR RECREATION SERVICES

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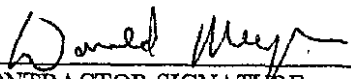
This Agreement for Recreation Services is made by and between the City of Milpitas ("City") and Economic Driving School, ("Contractor") this agreement will be in effect from , in Milpitas, California.

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: **Driver's Education (see attached class listing)**
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact the Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by the Contractor and Recreation Services Representative.
2. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:
No class held: n/a
Payment Rate**: 70% of receipts (resident rate only). \$ per class participant
 - A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 4
Minimum Participants 15
Maximum Participants 40
 - B. Should Contractor modify dates, times, or are tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractors final compensation shall be reduced by 10%.
 - C. In the event of a class cancellation by the Contractor resulting in a make-up class, the Contractor payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
 - D. Should Recreation Services be the cause of any class cancellation (i.e. scheduling conflict of facility or lack of building accessibility) the Contractor shall be compensated for missed or re-scheduled class(es).
 - E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum is still not reached, Recreation Services may, at its discretion cancel the class or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
3. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and the means by which he/she accomplishes the performance of this work shall be under the sole control of the contractor. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.
4. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this agreement. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are

legally required to perform this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City and a copy of the license be included with the original signed contract.

5. Indemnification. Contractor hereby indemnifies and holds harmless and releases and discharges the City of Milpitas, its officers, agents, employees, and volunteers from any and all liability for any injuries to persons or property suffered by any persons (including, but not limited to contractor, contractor's employees or students) arising from or connected with this Agreement or contractor's activities pursuant to this Agreement.
6. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor will obtain Worker's Compensation Insurance and will provide the City with proof thereof.
7. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
8. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videographs, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
9. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant or sub-contractors agrees to fulfill all fingerprint/background checks prior to first class.
10. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.



CONTRACTOR SIGNATURE
DATE 4-29-05



RECREATION SERVICES REPRESENTATIVE
DATE 5-11-05

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